

STATE OF SOUTH CAROLINA, I

COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, John A. Babb, Lottie Babb Waldrep and Edna Babb Robinson, are

well and truly indebted to Franklin National Life Insurance Company, a Corporation.

in the full and just sum of Four thousand Five hundred Fifty & no/100

Dollars, in and by my certain promissory note in writing, of even date herewith, due and payable on the day of five (5) years after date

Handwritten notes: Franklin National Life, July 4 1935, J. C. Corniford, Esq., B. Hunter, and other signatures.

7117

July 35- [Signature]

at the rate of 5 1/2 per centum per annum until paid; interest to be computed and paid semi-annually, and if unpaid when due to bear interest at the same rate as principal until paid, and I further promised and agreed to pay ten per cent. of the whole amount due for attorney's fee, if said note be collected by attorney or through legal proceedings of any kind, reference being thereunto had will more fully appear.

NOW KNOW ALL MEN, That We John A. Babb, Lottie Babb Waldrep and Edna Babb Robinson,

in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof, according to the terms of the said note, and also in consideration of the further sum of Three Dollars to me in hand well and truly paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

Franklin National Life Insurance Company, a Corporation

all that tract or lot of land in Greenville Township, Greenville County, State of South Carolina.

as lies South of a line drawn exactly through the center of all that certain piece, parcel or lot of land in the City of Greenville, with the building, thereon, situate on the East side of North Main Street between Coffee and North Streets, fronting said Main Street 51 feet, more or less, and extending back 135 feet, 6 inches, the building being 125 feet, 6 inches, and a strip of land at the rear 10 feet wide to be used in common with the owners of that portion abutting Main Street, and by those owning that abutting Brown Street.

The following terms, conditions and stipulations were contained in the Decree of the Court in the case of Isabella Babb v. Rhodes, et al, as shown by Judgment Roll-7325, and are herein incorporated and are to become a part of this lot of land to-wit: That the brick wall herein referred to as not being situate in the center of said lot shall, at the request of the owner of either side of said center line, whomsoever same may be, be built so that its center shall be directly on the center line above referred to, and one-half of the costs thereof shall be paid by the respective owners of the property lying North and South respectively of said center line, said wall to be built to the depth said building now measures: that the stairway and upstairs hallway as now constructed and used shall until said center wall is built, remain as they now are for the joint use of the owners of the lots, after the division above provided, for, and their upkeep and maintenance shall be equally borne by them.

A one-fourth interest in the above described property was conveyed the mortgagors by Robert Roy Babb by his deed of even date herewith to be recorded, and the above is the same conveyed the mortgagors and the same Robert Roy Babb by Ella V. Rhodes by her deed dated December 28, 1927, and recorded in Deed Book 113, page 294, R. M. C. office for Greenville County.